

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director/ (954) 797-1101

PREPARED BY: Christopher M. Gratz, Planner II

SUBJECT: Developer's Agreement, DA 1-2-05 Dream Homes of Davie, LLC, Generally located on the north side of Orange Drive at the intersection of SW 105 Avenue

AFFECTED DISTRICT: District 3

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A DEVELOPERS AGREEMENT BETWEEN THE TOWN OF DAVIE AND DREAM HOMES OF DAVIE, LLC, FOR THE INSTALLATION AND MAINTENANCE OF MONUMENT SIGNS AND LANDSCAPE MATERIALS WITHIN THE RIGHT-OF-WAY; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The request is for the Town Council to authorize the Mayor and Town Administrator to enter into a developers agreement between the Town of Davie and Dream Homes of Davie, LLC for the installation and maintenance of monument signs and landscape materials within the right-of-way on the north side of Orange Drive at the intersection of SW 105 Avenue. Dream Homes of Davie, LLC is the developer of the Camelot Estates subdivision which is currently under construction, and will be responsible for the erection and maintenance of the signs and landscape materials.

The signs state "Camelot" in order to equally represent both the existing Camelot Farms and new Camelot Estates subdivisions. Orange Drive at this location is designated a scenic corridor, and the proposal has been designed in accordance with the Rural Lifestyle Regulations. The monument signs are located behind the site visibility triangle, are less than 40 square feet in size (64 square feet maximum allowed), are 4 feet in height (4.5 feet maximum allowed), constructed out of concrete block, covered with cultured stack stone and flag stone caps, and the sign logo is pin mounted wrought iron. Lighting is not proposed. The landscape plan shows the planting beds are 4 feet in depth and 100% native materials are being used as required, with Coontie on the sides of the signs, and beds of Lantana in the front of the signs.

PREVIOUS ACTIONS: None.

CONCURRENCES: N/A

FISCAL IMPACT: N/A

RECOMMENDATION(S): Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

Attachment(s): Developers Agreement, Survey, Sign Plan, Landscape Plan

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A DEVELOPERS AGREEMENT BETWEEN THE TOWN OF DAVIE AND DREAM HOMES OF DAVIE, LLC, FOR THE INSTALLATION AND MAINTENANCE OF MONUMENT SIGNS AND LANDSCAPE MATERIALS WITHIN THE RIGHT-OF-WAY; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dream Homes of Davie, LLC desires to install monument signs and landscape materials within the right-of-way on the north side of Orange Drive at the intersection of SW 105 Avenue;

WHEREAS, the right-of-way was dedicated for proper public purposes and the Town Council of the Town of Davie has deemed the proposed monument signs and landscape materials to be an appropriate use of said right-of-way;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A."

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2005.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2005.

DEVELOPER'S AGREEMENT

The parties to this Developer's Agreement (Agreement), being the Town of Davie, a political subdivision, 6591 Orange Drive, Davie, Florida 33314 (Town) and Dream Homes of Davie, LLC whose principal place of business is 2313 SW 57th Terrace Hollywood, Florida 33323, (Dream Homes), in exchange for the mutual covenants and promises contained in this Agreement, do agree as follows:

WHEREAS, the property located on the north side of Orange Drive at the intersection of SW 105th Avenue, Davie, Florida, which is legally described as follows:

See Legal Description attached and made a part hereof

And more fully described in the "Monument Sign Plan" attached hereto and made a part hereof (Property) is located in the Town's Right of Way; and

WHEREAS, Dream Homes desires to erect and maintain monument signs and landscaping, which is more fully described in composite Exhibit "A" (Monument Sign Plan) attached hereto and made a part hereof, on the Property located in the Town's Right-of-way; and

WHEREAS, Dream Homes requires permission of the Town to install said monument sign and landscaping on said Property,

NOW, THEREFORE, the parties to this Agreement do hereby covenant and forever bind themselves as follows:

1. The Town grants Dream Homes permission to erect and maintain monument signs and landscaping on the Property according to the plans submitted to the Town)Exhibit "A".
2. Dream Homes will at all times maintain said monuments signs and landscaping on the Property, will acquire all required permits to do so and agree that the signs and landscaping will conform to code.
3. Dream Homes will indemnify and hold harmless the Town (and its officers, agents, representatives, and employees) from any and all actions, causes of action, claims or any liabilities whatsoever incurred now or in the future as a

result of any injury, death or property damage because of the existence, placement, installation, use and/or maintenance of said sign and landscaping.

4. The parties to this Agreement agree that if, in its sole judgment, the Town Deems at any time said signs and landscaping are not being maintained or used in a manner consistent with the terms of this Agreement, or if in its sole judgment the Town determines that it must remove or tear down the signs and landscaping, the Town has the unilateral right to replace, repair or remove any such signs and landscaping at the sole discretion of the Town. All costs associated with the removal, replacement or repair of the signs and landscaping will be borne exclusively by Dream Homes.
5. The Town shall retain the right to go upon the Property at all times and for any purpose whatsoever.
6. This Agreement shall not be effective until it has been executed by all parties.

(signatures to this Agreement are on the following pages)

IN WITNESS WHEREOF, the parties to this Agreement have executed
this Agreement on the _____ day of _____, 2005

Town of Davie

WITNESSES:

TOWN OF DAVIE

BY: _____
Mayor-Council Member

ATTEST:

BY: _____
Town Administrator

Town Clerk

_____ day of _____, 2005

APPROVED AS TO FORM:

BY: _____
Town Attorney

State of Florida)

:ss:

County of Broward)

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
2005, by _____, Mayor of the Town of Davie, who is
personally known to me or who produced _____ as
identification and who did/did not take an oath.

WITNESS my hand and seal in the County and State stated above, this _____
Day of _____, 2005.

My Commission expires:

Notary Public

Dream Homes of Davie, LLC

WITNESSES:

Joyce Marie Howard
[Signature]

DREAM HOMES OF DAVIE, LLC
BY: [Signature]
Joe Caparelli, Managing Member

State of Florida)
 :SS:
County of Broward)

SWORN TO AND SUBSCRIBED before me this 10th day of Jan, 2005,
by Joe Caparelli, Managing Member of Dream Homes of Davie, LLC, who
is personally known to me or who produced — as identification
and who did/did not take an oath.

WITNESS my hand and seal in the County and State stated above, this 10th Day of
Jan, 2005.

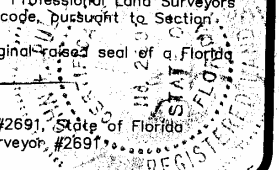
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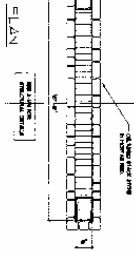
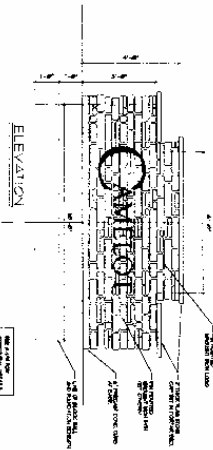
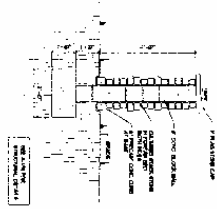
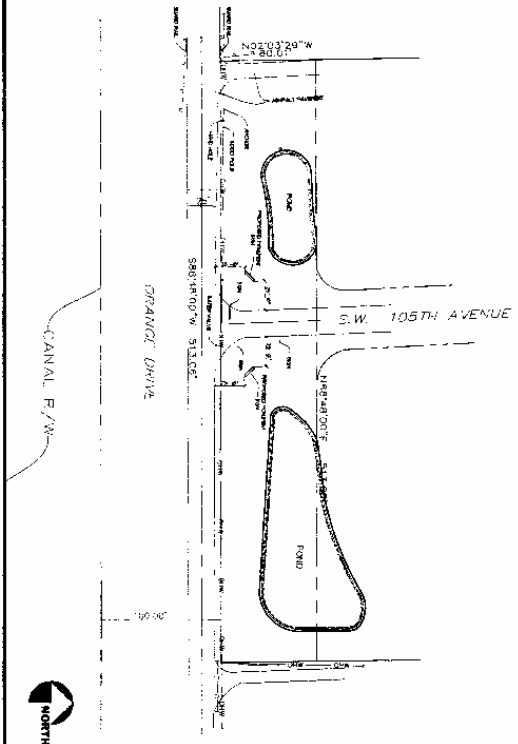
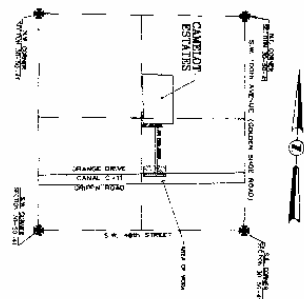


NATHAN A. CHAMBERLAIN
MY COMMISSION # DD 120137
EXPIRES: July 8, 2006
Bonded Third Party Heavy Services

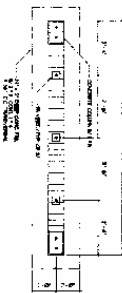
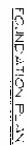
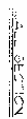
[Signature]
Notary Public

John F. Pulice, Reg. Land Surveyor #2691, State of Florida
Beth Burns, Reg. Land Surveyor #2691





NOTE:
THE MOUNTING HORN IS TYPICAL OF TWO (2) ON EITHER
SIDE OF 5th NORTH AVENUE. SEE SITE PLAN
FOR LOCATIONS.

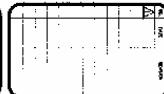


3 MONUMENT SIGN DETAILS

SCALE - 1/2" = 1'-0"

4 FOUNDATION PLAN AND SECTION

SCALE: 1/2" = 1'-0"



PROPOSED MONUMENT SIGN FOR:

CAMELOT ESTATE

URAGUE CROVE AND S.W. 105TH AVE.
SOUTH OF DADE FLORIDA

MONUMENT SIGN

A-1

1. All items about the place *must* be given or plan are to be considered as irrelevant. All *must* problems must *must* be given or plan are to be considered as irrelevant.

- Figure 2.5 represents what is published by the quarterly survey in defining the project account.

REVISIONS:

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